

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

WILLIAM F., a minor, By and Through :
His Parents WILLIAM F. and :
YOLANDA W. and WILLIAM F. and :
YOLANDA W., Adults, Individually :
and on Their Own, :
PLAINTIFFS, :

CIVIL ACTION

NO: 09-CV-14

v. :

READING SCHOOL DISTRICT, AND :
KIDSPEACE, :
DEFENDANTS. :

JURY TRIAL DEMANDED

DEFENDANT, READING SCHOOL DISTRICT'S ANSWER TO
COMPLAINT WITH AFFIRMATIVE DEFENSES

AND NOW, comes the Defendant, Reading School District (Defendant), by and through its counsel, Reilly, Wolfson, Sheffey, Schrum & Lundberg, LLP, and hereby submits this Answer to Complaint with Affirmative Defenses and states the following:

1. Admitted.
2. Admitted.

3. Admitted upon information and belief.

4. Denied. The parent selected KidsPeace as a placement for student.

The District does not have a contract with Defendant, KidsPeace.

5. Denied.

6. Admitted in part, denied in part. It is admitted the parties entered into a settlement agreement as to various claims, with the preservation of Plaintiffs' right to pursue compensatory damages as set forth in the agreement. It is denied that Plaintiffs exhausted their administrative remedies. The remainder of the allegation is denied.

7. Admitted.

8. Admitted.

9. Admitted upon information and belief.

10. Admitted in part, denied in part. It is admitted that Reading School District was the local educational agency. It is denied that Reading School District has a contract with Defendant, KidsPeace.

11. Denied.

12. Admitted.

13. Admitted.

14. Admitted.

15. Denied.

16. Denied.

17. Denied.

18. Denied. Defendant is without sufficient information or knowledge to form a belief as to the truth of the allegation.

19. Admitted in part, denied in part. It is admitted that the student returned to the District on or about May 7, 2007. The remainder of the allegation is denied.

20. Denied.

21. Denied.

22. Denied. This is a legal conclusion to which no response is necessary.

23. Denied. This is a legal conclusion to which no response is necessary.

24. Denied. This is a legal conclusion to which no response is necessary.

25. Denied. This is a legal conclusion to which no response is necessary.

26. Denied. This is a legal conclusion to which no response is necessary.

27. Denied. This is a legal conclusion to which no response is necessary.

28. Denied. This is a legal conclusion to which no response is necessary.

29. Denied. This is a legal conclusion to which no response is necessary.

30. Denied. This is a legal conclusion to which no response is necessary.

31. Denied. This is a legal conclusion to which no response is necessary.

32. Denied. This is a legal conclusion to which no response is necessary.

33. Denied. This is a legal conclusion to which no response is necessary.

34. Denied.

COUNT I – CLAIMS BASED UPON IDEA

Plaintiffs against all Defendants.

35. Defendant, Reading School District, incorporates its response to paragraphs 1 through 34, as though fully set forth herein.

36. Denied.

37. Denied.

COUNT II – CLAIMS BASED UPON SECTION 504 AND ADA

Plaintiffs against all Defendants

38. Defendant, Reading School District, incorporates its responses to paragraphs 1 through 37, as though fully set forth herein.

39. Admitted.

40. Denied.

41. Denied.

42. Denied.

43. Admitted in part. It is admitted that Defendant, Reading School District is a recipient of federal financial assistance.

44. Denied.

45. Denied.

46. Denied.

47. Denied.

COUNT III – NEGLIGENCE

Plaintiffs against Defendant KidsPeace

48. Defendant, Reading School District, incorporates its responses to paragraphs 1 through 46, as though fully set forth herein.

49. This allegation is not directed to Defendant, Reading School District. Therefore, no response is necessary.

50. This allegation is not directed to Defendant, Reading School District. Therefore, no response is necessary.

51. This allegation is not directed to Defendant, Reading School District. Therefore, no response is necessary.

COUNT IV – BREACH OF CONTRACT

Plaintiffs against All Defendants

52. Defendant, Reading School District, incorporates its responses to paragraphs 1 through 51, as though fully set forth herein.

53. This is a legal conclusion to which no response is necessary.

54. Denied. Defendant, Reading School District does not have a contract with KidsPeace.

55. Denied.

56. Denied.

COUNT V – LOSS OF CONSORTIUM

Plaintiff William F. (Parent) and Yolanda W. against all Defendants

57. Defendant, Reading School District, incorporates its responses to paragraphs 1 through 55, as though fully set forth herein.

58. Admitted upon information and belief.

59. Defendant, Reading School District, is without sufficient information to form a belief as to the truth of the allegation.

60. Denied that Plaintiffs are entitled to recovery.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

Defendant is entitled to all defenses available under IDEA, Section 504, ADA and Pennsylvania statutory law.

SECOND AFFIRMATIVE DEFENSE

Plaintiffs' claims, or some of them, are barred as a matter of law.

THIRD AFFIRMATIVE DEFENSE

Plaintiffs' claims, or some of them, may be barred by the applicable statute of limitations.

FOURTH AFFIRMATIVE DEFENSE

Plaintiffs' alleged injuries, or damages, if sustained, the same being expressly denied by Defendant, were not caused by any acts of the Defendant, or any of its employees.

FIFTH AFFIRMATIVE DEFENSE

Plaintiffs failed to state a claim upon which relief can be granted.

SIXTH AFFIRMATIVE DEFENSE

Plaintiffs lack standing to bring some, if not all of the alleged claims.

SEVENTH AFFIRMATIVE DEFENSE

Plaintiffs failed to exhaust their administrative remedies.

EIGHTH AFFIRMATIVE DEFENSE

Defendant Reading School District did not enter into a contractual relationship with Defendant KidsPeace.

WHEREFORE, Defendant, Reading School District, respectfully requests that this Honorable Court grant judgment against Plaintiffs in this matter.

Respectfully submitted,

REILLY, WOLFSON, SHEFFEY, SCHRUM
AND LUNDBERG LLP

By: s/ Peggy M. Morcom

Peggy M. Morcom, Esquire

ID #92463

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Counsel for Reading School District

Date: March 27, 2009.

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CERTIFICATE OF SERVICE

I, Peggy M. Morcom, counsel for Defendant, Reading School District, hereby certifies that on March 27, 2009, I caused to be served a true and correct copy of the foregoing document by electronic filing and regular mail (as indicated below) on the following:

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s/Peggy M. Morcom
Peggy M. Morcom, Esquire